

12292

Federal Register / Vol. 55, No. 63 / Monday, April 2, 1990 / Notices

DEPARTMENT OF THE INTERIOR**Bureau of Indian Affairs**

Tribal-State Compacts Approval; Class III (casino) Gambling: Ft. Mojave Tribe—Nevada et al.

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal-State Compacts.

SUMMARY: Pursuant to 25 U.S.C. 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100-497), the Secretary of the Interior shall publish in the Federal Register notice of approved Tribal-State Compacts for the purposes of engaging in Class III (casino) gambling on Indian reservations. The Secretary of the Interior has approved Tribal-State Compacts between the following tribes and states: The Ft. Mojave Tribe and the State of Nevada, executed on 10/15/87; the Cabazon Band of Mission Indians, and the State of California, executed on 10/3/89; the Grand Portage Band of Lake Superior Chippewa Reservation and the State of Minnesota, executed on 10/24/89; the Bois Fort Band of Lake Superior Chippewa Reservation and the State of Minnesota, executed on 12/11/89; the Fond Du Lac Band of Lake Superior Chippewa Reservation and the State of Minnesota, executed on 11/1/89; the Lower Sioux Community Reservation and the State of Minnesota, executed on 11/27/89; the Shakopee Mdewakanton Sioux Community Reservation and the State of Minnesota, executed on 12/4/89, and the Prairie Island Sioux Community Reservation and the State of Minnesota, executed on 11/15/89.

ADDRESSES: Office of Legislative Affairs, Bureau of Indian Affairs, Department of the Interior, MS-4641, 1849 C Street, NW., Washington, DC 20240.

FOR FURTHER INFORMATION CONTACT: Joel Starr, Bureau of Indian Affairs, Washington, DC., (202) 343-5706; Michael Cox, Office of the Solicitor—Indian Affairs, Washington, DC., (202) 343-9331.

Dated: March 27, 1990.

Eddie F. Brown,

Assistant Secretary, Indian Affairs.

[FR Doc. 90-7481 Filed 3-30-90; 8:45 am]

BILLING CODE 4310-02-M

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into as of the 5th day of October, 1987, by and between THE STATE OF NEVADA, acting by and through the Nevada Gaming Commission and State Gaming Control Board ("NEVADA"), party of the first part and THE FORT MOJAVE INDIAN TRIBE (the "TRIBE"), party of the second part.

RECITALS

A. This Intergovernmental Agreement is made with reference to legislation now pending before the Senate and House of Representatives of the United States of America relating to the regulation of gaming activity on Indian lands. In the event the Congress of the United States adopts legislation permitting the TRIBE to transfer all civil and criminal jurisdiction, except for taxing authority, pertaining to the licensing and regulation of gaming over gaming enterprises within the Fort Mojave Property to NEVADA, the TRIBE and NEVADA desire to set forth the terms and conditions for such transfer and to provide for compensation of NEVADA for the costs incurred by it for investigating, licensing and regulating gaming within the Fort Mojave Property.

B. Nevada law provides that any agency of Nevada and any Indian tribe may enter into agreements with one another for joint or cooperative action in the exercise of any power, privilege, or authority, including law enforcement, vested in any public agency of Nevada or Indian tribe subject to the ratification by appropriate ordinance, resolution, or otherwise pursuant to law on the part of the governing bodies of the participating public agencies (see NRS 277.080-277.170).

C. The Nevada Gaming Commission, State Gaming Control Board, and TRIBE are public agencies within the meaning of NRS 277.100.

D. The parties to this Agreement have independently and mutually concluded that the TRIBE's transfer of all civil and criminal jurisdiction, except for taxing authority, pertaining to the licensing and regulation of Gaming within the Fort Mojave Property to NEVADA will be in the best interests of the people of the State of Nevada and the TRIBE, the economic development of the Fort Mojave Property and the maintenance of public confidence and trust that gaming within the boundaries of Nevada is conducted honestly, competitively, and free from criminal and corruptive elements.

E. In this Intergovernmental Agreement, all capitalized words and terms shall have the respective meanings and be construed herein as hereafter provided in Paragraphs 1 and 2 of this Intergovernmental Agreement and shall be deemed to incorporate such words and terms as a part hereof in the same manner and with the same effect as if the same were fully set forth.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations as hereinafter described, the parties hereto do promise, covenant, and agree as follows:

1. Definitions Incorporated By Reference. NEVADA and the TRIBE agree that this Intergovernmental Agreement shall be made subject to all the definitions contained in Chapters

462-466 of Nevada Revised Statutes and the Regulations of the Nevada Gaming Commission and State Gaming Control Board now existing, or as may be hereinafter adopted or amended, to the same extent and effect as if fully set forth in and made a part of this Intergovernmental Agreement.

2. Definitions. For the purposes of this Intergovernmental Agreement, each of the following terms shall have the meaning specified with respect thereto unless a different meaning clearly appears from the context.

A. "Fort Mojave Property" shall mean that portion of the Fort Mojave Indian Reservation located within the boundaries of the State of Nevada, as is more particularly described on Exhibit "A" which by this reference is made a part hereof.

B. "Gaming" shall mean all forms of gaming that are not Traditional Indian Gaming.

C. "Secretary" shall mean the Secretary of Interior or his delegate.

D. "Traditional Indian Gaming" shall mean social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of or in connection with tribal ceremonies or celebrations.

3. Effective Date and Term of Intergovernmental Agreement. This Intergovernmental Agreement shall be effective sixty (60) days after the Secretary publishes in the Federal Register a notice of consent to the transfer of jurisdiction to

Nevada. This Agreement shall terminate as of the date all Gaming ceases to operate within the Fort Mojave Property.

4. Transfer of Jurisdiction By TRIBE. The TRIBE hereby grants, assigns, transfers, and sets over all of its civil and criminal jurisdiction, except for taxing authority, pertaining to the licensing and regulation of Gaming within the Fort Mojave Property to NEVADA, together with the present and continuing right with full power and authority to enforce all the gaming laws and regulations of Nevada within the Fort Mojave Property and to do any and all things which NEVADA is or may become entitled to do under its gaming laws and regulations, including, without limiting the generality of the foregoing, the present and continuing right with full power and authority in the name of Nevada to investigate, license, and regulate all individuals and entities seeking to or conducting gaming or gambling within the Fort Mojave Property pursuant to Nevada gaming law and regulations and enforce the criminal laws of the State of Nevada relative to gaming crimes and crimes against gaming licensees and the State of Nevada. For these purposes, the agents and officers of the State of Nevada will be granted peace officer status on the Fort Mojave property. Any enforcement actions required by this paragraph shall be prosecuted by NEVADA before administrative or judicial tribunals of the State of Nevada.

5. Assumption of Jurisdiction By NEVADA. NEVADA accepts such assignment and transfer of jurisdiction as described in

Paragraph 4 and agrees to investigate, license, and regulate gaming within the Fort Mojave Property.

6. Compensation to be Paid NEVADA. As compensation to NEVADA for assuming the jurisdiction herein provided, the TRIBE agrees to pay NEVADA either: (i) a fee of one percent (1%) of the gross revenue of the licensed gaming establishments located within the Fort Mojave Property; or (ii) all reasonable costs incurred by NEVADA for investigating, licensing, and regulating gaming within the Fort Mojave Property, whichever is greater.

7. Place and Manner of Payments. All amounts payable to NEVADA pursuant to this Intergovernmental Agreement shall be made in lawful money of the United States of America and in immediately available funds. All such amounts shall be payable within twenty (20) days after each calendar quarter and shall be made to the State Gaming Control Board at 1150 E. William Street, Carson City, Nevada, 89710. If any payment required to be made herein becomes due and payable on a Saturday, Sunday, or Nevada state holiday, the due date thereof shall be extended to the next succeeding business day.

8. Adoption of Nevada Law By TRIBE. To the extent necessary to carry out and effectuate the purposes of this Intergovernmental Agreement, the TRIBE shall enact such resolutions, ordinances, statutes, and/or regulations as may be necessary to adopt and/or incorporate the provisions of Nevada law and regulations relating to gaming and make the same applicable to the Fort Mojave Property.

9. Opinion of Counsel

A. Prior to the effective date of this Agreement, there will be delivered to NEVADA a written opinion or opinions from counsel for the TRIBE, dated as of the effective date, to the effect that (i) the TRIBE has the full power and requisite authority necessary for the execution, delivery, and performance of its obligations under this Intergovernmental Agreement and any other document, agreement, certificate, or instrument executed by it in connection with this Intergovernmental Agreement, (ii) the executed Intergovernmental Agreement is valid and binding upon the TRIBE, and enforceable in accordance with its terms, (iii) the TRIBE has duly authorized the taking of any and all action necessary to carry out and give effect to the transactions contemplated to be performed on its part by this Intergovernmental Agreement, and (iv) the transactions contemplated by this Intergovernmental Agreement will not violate any of the laws of the United States of America.

B. Prior to the effective date of this Agreement, the TRIBE will be furnished a copy of an opinion from the Attorney General of Nevada to the State Gaming Control Board and Nevada Gaming Commission that (i) NEVADA has the full power and requisite authority necessary for the execution, delivery, and performance of its obligations under this Intergovernmental Agreement and any other document, agreement, certificate, or instrument executed by it in connection with this Intergovernmental Agreement, (ii) the executed

Intergovernmental Agreement is valid and binding upon NEVADA, and enforceable in accordance with its terms. (iii) NEVADA has performed all conditions precedent required by this Intergovernmental Agreement and NEVADA has or will timely take action necessary to effectuate its obligations under the Agreement subject to state law, and (iv) this Intergovernmental Agreement may be fulfilled under the law of Nevada and the transactions contemplated hereby will not violate any law of the State of Nevada.

10. Further Assurances. NEVADA and the TRIBE shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Intergovernmental Agreement.

11. Indemnification. The respective parties to this Agreement mutually agree to indemnify, protect, defend, and save harmless one another from any and all loss, damage, liability, cost or expense arising from the negligence, breach of duty or wrongful misconduct of their respective employees, servants or agents resulting from the performance of this agreement, subject to all statutory immunities and limitations upon damage awards applicable to the State Gaming Control Board and Nevada Gaming Commission pursuant to the provisions of Nevada law. Nev. Rev. Stat. §§41.031-.039 (1985). In any action commenced against the TRIBE in respect to which indemnity may be sought against NEVADA, the TRIBE shall

promptly notify NEVADA in writing and NEVADA shall assume defense thereof, including the employment of counsel selected by the Attorney General of Nevada, the payment of all costs and expenses, and the right to negotiate and consent to settlement. Upon reasonable determination made by the TRIBE, the TRIBE shall have the right to employ separate counsel in any such action and to participate in the defense thereof, at the TRIBE's sole cost and expense. NEVADA shall not be liable for any settlement of any such action affected without its consent, but if settled with NEVADA's consent, or if there be a final judgment for the claimant in any such action, NEVADA agrees to indemnify and save harmless the TRIBE from and against any loss or liability by reason of such settlement or judgment to the extent provided by this Paragraph 11. The provisions of this Paragraph 11 shall survive the termination of this Intergovernmental Agreement only as to matters arising prior to the termination of this Agreement.

12. Taxation of Gaming By the TRIBE. The TRIBE shall adopt a system of taxation within the Fort Mojave Property that is at least as stringent as the system of taxation adopted by NEVADA and imposed upon licensees and operators of slot machine routes pursuant to Chapter 463 of Nevada Revised Statutes as it now exists or may hereafter be amended. Notwithstanding the foregoing, the TRIBE reserves unto itself the full right to adopt and impose a scheme of taxation relating to the Fort Mojave Property which is different, separate, and distinct from

those taxes specified in Chapter 463 of Nevada Revised Statutes.

13. General Conditions. The following conditions shall be applicable throughout the term of this Intergovernmental Agreement:

A. Notices. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demand which any party hereto may desire or may be required to give to the other party hereto, shall be in writing and shall be personally delivered or sent by telegram or first class certified or registered United States Mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as any party shall hereinafter inform the other party hereto by written notice given as aforesaid:

If to NEVADA:

Chairman, State Gaming Control Board
1150 E. William Street
Carson City, Nevada 89710

- with a copy to -

Chief Deputy Attorney General
Gaming Division
4220 S. Maryland Parkway
Building D
Las Vegas, Nevada 89158

If to the TRIBE:

Chairperson, Fort Mojave Indian Tribe
500 Merriman
Needles, California 92363

- with a copy to -

Thomas W. Fredericks, Esq.
Fredericks & Pelcyger
Canyon Center
1881 9th Street, Suite 216
Boulder, Colorado 80302

All notices, payments, requests, reports, information, or demand so given shall be deemed effective upon receipt or if mailed upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to whom said notice is addressed.

B. Modification in Writing. This Intergovernmental Agreement is the entire agreement between the parties and supersedes all prior agreements whether written or oral, with respect to the subject matter hereof. Neither this Intergovernmental Agreement nor any provision herein may be changed, waived, discharged, or terminated orally, but only by an instrument in writing adopted and approved in accordance with NRS 277.080-277.180, inclusive.

C. Counterparts. This Intergovernmental Agreement may be executed by the parties hereto in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute but one and the same documents.

D. Assignment of Intergovernmental Agreement By NEVADA or the TRIBE. NEVADA and/or the TRIBE may not assign any of its respective right, title, or interest in this Intergovernmental Agreement, nor may NEVADA and/or the TRIBE delegate any of its respective obligations and duties under this Intergovernmental Agreement, except as expressly provided

herein. Any attempted assignment or delegation in contravention of the foregoing shall be null and void.

E. Governing Law. This Agreement is, in all respects, to be governed by the laws of the State of Nevada, and if any action is taken to enforce the terms of this Intergovernmental Agreement, such action shall be commenced and maintained in the District Court of Nevada.

F. Invalid Provisions. If any clause, provision, or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions.

G. No Joint Enterprise. By the execution or performance hereof, no relationship of co-partnership or joint venturer or other joint enterprise shall be deemed to be now or hereafter created between NEVADA and the TRIBE.

IN WITNESS WHEREOF the parties hereto have caused this Intergovernmental Agreement to be executed as of the day and year first above written.

APPROVED AS TO FORM:

THE STATE OF NEVADA

BRIAN MCKAY
Attorney General

By John F. O'Reilly
JOHN F. O'REILLY, Chairman
Nevada Gaming Commission

By Dan R. Reaser
DAN R. REASER
Chief Deputy Attorney
General
Gaming Division

By Michael D. Rumbolz
MICHAEL D. RUMBOLZ, Chairman
State Gaming Control Board

THE FORT MOJAVE INDIAN TRIBE

BY Nora Garcia
NORA GARCIA, Chairperson

BY Gary Arrison
GARY ARRISON, Secretary

BY _____
Assistant Secretary - Indian Affairs

ATTEST: [Signature]
Gary Seefelt, Admin. Mgr.
Fort Mojave Indian Tribe

EXHIBIT A

Legal description of that portion of the Fort Mojave Indian Reservation that lies in the State of Nevada.

Commencing at the brass cap monument that marks Corner 9 of the Old Military Reservation, marked "US GENERAL LAND OFFICE SURVEY-1928-COR 9-FMIR" and lies in the Southwest one quarter of the Southeast one quarter of Section 17 Township 33 South, Range 66 East, Mount Diablo Base and Meridian, the True Point of Beginning.

Thence, S 33°08'28"W- 14,063.94 feet along the Northwestern boundary of the Fort Mojave Indian Reservation to a point on the Nevada/California border,

Thence, S 45°31'00"E- 8,849.90 feet along the Nevada/California border;

Thence, S 56°51'52"E- approximately 5,896 feet along the Southwesterly boundary of the Fort Mojave Indian Reservation to a point on the Right Bank of the Colorado River;

Thence, Northeastward along said Right Bank to a point from which the aforementioned Corner 9 Monument bears N 56°51'52"W;

Thence, N 56°51'52"W- approximately 10,982 feet along the Northeasterly boundary of the Fort Mojave Indian Reservation to the aforementioned Corner 9 Monument, the True Point of Beginning.

All within Clark County in the State of Nevada and containing 3,810 acres more or less.